



RESOURCE BANK



VISA BUSINESS DEBIT CARD TERMS AND CONDITIONS

This Resource Bank Business Debit Card Agreement (“Agreement”) contains contract terms and other important information relating to your Resource Bank Business Debit Card (“Card”). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your deposit account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

Applicable Law

The Laws of the state of Louisiana, as well as federal laws and regulations, will govern this Agreement.

Agreements

By signing a statement requesting a Card, you agree to be bound by the terms and conditions listed in this Disclosure Statement. Your card may not be used for any illegal transactions.

Definitions

Unless inconsistent, words and phrases used in this document shall be constructed so that the singular includes the plural and the plural includes the singular. The words “Bank”, “we”, “our”, and “us” refer to Resource Bank. The words “you” and “your” refer to the owner of the specific account for which the Card transactions are permitted. The word “Cardholder” refers to any person authorized by you to use the Card.

Business VISA Card Purpose

You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes.

Account Requirement, Payment Responsibility, Transferability, Enforceability

The service described in the Agreement will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent. If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

How to Use the Business VISA Debit Card

The card allows Cardholders to directly access the business checking account specified in our Card Application. We will issue Cards and codes to you at your request. Each Card will identify your business as well as the Cardholder. Each Cardholder must sign their Card before it may be used. As a security procedure, you agree to use both a Card and a PIN (Personal Identification Number) at designated ATMs. You may use your Card to purchase goods or pay for services without a PIN. Once a Card has been issued, it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder’s rights, so that we may close the card. You agree to promptly destroy the card upon termination of the Cardholder’s rights and Bank notification.

Termination Amendments

- We may terminate this Agreement by written notice to you.
- You may terminate this Agreement by written notice to us.
- We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

Notice

Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

ATM Transfers

You may access your account by ATM using your Card and PIN to:

- Get cash withdrawals from your linked checking or savings account (Accounts must be “Commercial Accounts” and must be linked to your card by the Bank, at your request, following current Bank policies)
- Withdraw up to \$400.00 per day (employers may choose to limit employee ATM withdrawal amounts to less than this amount)
- Transfer funds between linked accounts (Accounts must be “Commercial Accounts” and must be linked to your card by the Bank, at your request, following current Bank policies)
- Get information about the account balance of your accounts

**Please note, Resource Bank charges \$1.50 (per transaction) to use your card at a foreign ATM, where any ATM other than Resource Bank’s ATMs are considered foreign. This fee is separate from any usage fees charged by the Bank owning the foreign ATM. The only exception is if the transaction was made using an ATM on the SWITCH network (Intercept Surcharge Free Network). These ATMS can be located by using the ATM locator tool on the Resource Bank website.

Some of these services may not be available at all terminals. For security reasons, there are other limits on the number of transfers you can make by ATM.

Point-of-Sale Transactions

You may access your checking account with your Card to purchase goods (in person or by telephone), pay for services (in person or by telephone), get cash back from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card (that a participating merchant will accept with a credit card).

Using your Card:

- You may not exceed \$1,200.00 in transactions per day
- Dollar limitations will be disclosed in writing at Card issuance

FEES

While we do not currently have monthly or annual fees, the Bank reserves the right to assess them in the future, with proper notification to the cardholder. We do, however, charge a \$5.00 fee to replace a card.

DOCUMENTATION

Terminal Transfers

You can get a receipt at the time you make any transfer to or from your account using one of our ATM or point-of-sale terminals.

Retain Copies for Your Records

You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record against your periodic statement to reconcile balances.

Periodic Statements

You will get a monthly account statement from us for your checking account that will also include a record of transactions from your Card.

LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- You do not have enough money in your account to make the transfer
- You have an overdraft line and the transfer would cause you to exceed your credit limit.
- An ATM does not have sufficient cash
- A terminal or system is not working properly
- Circumstances beyond our control (such as fire or flood) prevent the transfer
- A merchant refuses to accept your Card

There may be other limitations on our liability.

UNAUTHORIZED TRANSFERS

Additional Risk Associated with Use of Business Purpose Cards

You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means that your liability for the unauthorized use of your Card will be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in the Agreement.

Your Liability for Unauthorized Transfers

You are liable for Card transactions that you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure, unless otherwise required by law. Tell us AT ONCE if you believe that your Card and/or PIN have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). If your Card and/or PIN is lost, stolen, or used without permission, you agree to notify us immediately and to promptly confirm such notice in writing. If you do not notify us within 60 days from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

Contact in Event of Unauthorized Transfer

If you believe that your Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this Agreement.

Consequential Damages

We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your card.

ERROR RESOLUTION

You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, under any circumstance, exceed a total of 60 days. If you do not notify us within 60 days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. We will only re-credit your account for errors or problems as required by law. Call or write us immediately with errors or questions about your electronic transfers at the telephone number or address listed in the Agreement. If you tell us orally, we will require your complaint or question be sent to us in writing within 10 business days, or else we will consider the dispute cancelled. If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances. You may ask for copies of the documents that we used in our investigation.

Contact Information: Address: 1598 Ochsner Blvd., Ste. 101, Covington, LA 70433. Phone: 985-801-1888. Fax: 985-801-0184. Business Days: Monday-Friday 8:00AM-5:00PM CST (excluding federal holidays).

NOTICE OF ATM USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM). For your own safety, be careful. The following suggestions may be helpful:

1. Always save your ATM receipts. Do not leave them at the ATM because they may contain important account information.
2. Compare your records with the account statements you receive.
3. Do not lend your Card to anyone.
4. Do not leave your Card at the ATM.
5. Protect the secrecy of your Personal Identification Number (PIN). Protect your Card as if it were cash. DO NOT tell anyone your PIN. Do not give anyone information regarding your Card or PIN over the telephone, or by email. Do not write your PIN where it can be discovered. For example, do not keep a note of your PIN in your wallet or purse.
6. Prevent others from seeing you enter your PIN by using your body to shield their view.
7. If you lose your Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your Card is lost or stolen.
8. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) are well lighted. Consider having someone accompany you when you use the facility, especially after sunset.
9. Do not accept assistance from anyone you do not know when using an ATM.
10. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
11. Do not display your cash. Pocket it as soon as the ATM transaction is complete and count the cash later when you are in the safety of your own car, home, or other secure surroundings.
12. At a drive-up facility, make sure that all the car doors are locked and all but the driver's window are closed. Keep the engine running and remain alert to your surroundings.
13. We want our ATMs to be safe and convenient to you. Therefore, please tell us if you know of any problem with any of our ATMs. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the ATM, and local law enforcement immediately.

Future Changes and Cancellations

We have the right to change this Agreement, and will notify you in writing at least 30 days before the effective date of any change that will:

1. Increase any fees or changes of you liability
2. Reduce the electronic fund transfer services available to you
3. Place stricter limits on the frequency or amount of transactions
4. Decrease the daily maximum cash that you can withdraw in a day

No advance notice is required for changes that are necessary for security reasons.

Ownership

Cards are the property of the Bank and are made available as a service to our members. If we request the return of any Cards issued to you, you are required to return them immediately. We have the right to cancel your Card and privileges or this Agreement at any time without advance notice to you.

Credit Information

You authorize the Bank to verify any information you have provided and to request a credit bureau report or request information from other consumer reporting agencies. You also authorize the persons or agencies to whom we make these inquiries to supply us with the information that we request. Other requirements may also apply.

You agree to all terms and conditions described herein. You agree that you have received a copy of this agreement, including the fee schedule and the Electronic Funds Disclosure for VISA Business Debit Cardholders.